

**IN THE CIRCUIT COURT FOR BRADLEY COUNTY, TENNESSEE**

ROGER MUNSON AND WIFE  
EDITH MUNSON,

Plaintiffs,

v.

WALMART INC., FKA WAL-MART  
STORES, INC. and WAL-MART REAL  
ESTATE BUSINESS TRUST,

Defendants.

Docket No. **V-22-600**

Jury Demand

2022 SEP 28 PM 12:15

GAYLA H. MILLER

**COMPLAINT**

Edith Munson (Edith) and Roger Munson (Roger) say:

1. Edith and Roger Munson reside at 1915 W. Lake Drive, NW, Cleveland, Bradley County, Tennessee 37312.
2. Walmart Inc. FKA Wal-Mart Stores, Inc. (Walmart Inc.) is a Delaware corporation with its principal office listed at 708 SW Eighth Street, Bentonville, Arkansas 72712. Walmart operates a Walmart Super Center at 2300 Treasury Drive, SE, Cleveland, Bradley County, Tennessee. The real estate at 2300 Treasury Drive, SE is owned by Wal-Mart Real Estate Business Trust, a Delaware statutory trust, (Walmart Real Estate). It is believed that Walmart Inc. leases the subject 2300 Treasury Drive property from Walmart Real Estate, but there is no recorded lease. Under the lease, the Plaintiffs are unsure which Defendant was responsible for maintenance and safety of the aisles and electrical and drain "hole" in the flooring of 2300 Treasury Drive.

**EXHIBIT B**

3. Since the Plaintiffs reside in Bradley County, Tennessee, the subject negligent act arose in Bradley County, Tennessee at the Defendant's Super Center in Bradley County, Tennessee, jurisdiction and venue are proper in this Court.

4. In the morning hours of August 24, 2022, the Munsons went to the Walmart Super Center located on Treasury Drive to shop. Roger was pushing a Walmart shopping cart and his wife, Edith was walking alongside. In a well used aisle, Walmart allowed an unsafe cover over an electrical or drainage hole. Attached hereto as Exhibit A are three photos taken of the partially taped cover over the recessed "hole" in the aisle in the General Merchandise on August 24, 2022.

5. The Zurn manufactured cap of the "hole" was supposed to be level with the aisle floor. The cap recessed well below the aisle floor level which Walmart attempted to correct by placing a cutout piece of cardboard on top of the cap and then applying red duct tape on top of the cardboard cutout and cap to hold it in place. From the photos, Walmart's attempt to put this stop gap attachment in place had failed (before Edith fell) because the red duct tape had been cut or wore off, Walmart's attempted "fix" only made the unsafe condition worse.

6. Edith Munson hung a portion of her shoe on the uncovered recessed edge of this electrical or drain cover such that it caused her to fall to the ground and re-injure her right shoulder that had only been recently surgically repaired approximately two to three months before this accident. As a result of Ms. Munson's fall caused by the negligent maintenance of this manufactured cap of a recessed drainage or electrical easement, Ms. Munson had to endure a reverse shoulder replacement on or about September 15, 2022.

7. Walmart committed the following common law acts of negligence:

(a) Failing to secure a cap that correctly sealed into the electrical or drainage hole as shown in the photographs attached as Exhibit A where it would be even with the concrete flooring in the aisle;

(b) Failing to maintain the red duct type tape which was used improperly by Walmart as a sealant for the lid and cardboard cutout shown in the photographs;

(c) When Walmart knew that the duct tape "fix" was not going to work as a sealant for the lid, they failed to implement a more permanent fix or warn shoppers that the cover of the "hole" was an unsafe condition creating an unreasonable risk of harm.

8. After being notified of Ms. Munson's fall, Walmart representatives have reviewed the video and the enclosed photographs and acknowledged that Walmart was negligent in failing to properly maintain the area around this "hole" for customer traffic, and that their negligence was the legal cause of Ms. Munson's injuries.

9. As a result of the negligence of Walmart, Ms. Munson has incurred medical expenses, sustained loss of earning capacity, endured physical pain and mental suffering, sustained permanent injury, sustained disfigurement and loss of enjoyment of life from this August 24, 2022 fall injury.

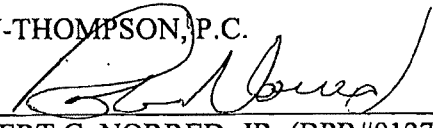
10. Roger Munson has lost the reasonable value of medical care and services actually given in treatment of his spouse, expenses reasonably incurred in attending Edith Munson in the hospital and the reasonable value of Edith Munson's services, companionship and acts of love and affection that he would have received in the usual course of the parties' married life.

WHEREFORE, your Plaintiffs demand that a jury of twelve be empaneled to try the issues of this cause and that Plaintiffs be awarded a judgment for Edith Munson's damages in an amount not to exceed \$250,000.00 and \$25,000.00 for the losses of Roger Munson.

Respectfully submitted,

LOGAN-THOMPSON, P.C.

By

  
ROBERT G. NORRED, JR. (BPR#012740)  
Attorneys for Plaintiffs  
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Cleveland, TN 37364-0191  
423/476-2251

STATE OF TENNESSEE, COUNTY OF BRADLEY  
I, Gayla H. Miller, Clerk of the Circuit Court of said  
County, do hereby certify that the foregoing is a true  
copy of the Complaint as same is  
appears on the file in my office.  
WITNESS my hand and Official Seal, at office in Cleveland,  
Tennessee, this 22 day of Sept  
20 22 Gayla H. Miller Clerk  
SC Deputy Clerk

**COST BOND**

We, the undersigned Principal and Surety, do hereby acknowledge ourselves as security for the costs of this cause, not to exceed \$1,000.00.

LOGAN-THOMPSON, P.C., Principal and Surety,  
by

A handwritten signature in black ink, appearing to read "Logan-Thompson", is written over a horizontal line.

